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 6 BARE ESCENTUALS, INC.

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 9 UNITED STATES DISTRICT COURT
 10 NORTHERN DISTRICT OF CALIFORNIA

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 12 BARE ESCENTUALS, INC., a California
 corporation,

13 Plaintiff,

14 v.

15 TRADERS UNLIMITED, INC., a California
 16 corporation,

17 Defendant.
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Case No. C 06 0768

~~PROPOSED~~ JUDGMENT AND
 PERMANENT INJUNCTION

JUDGMENT AND PERMANENT INJUNCTION

IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff shall have judgment against Defendant as follows:

1. Defendant and all persons in active concert or participation with Defendant and having notice of this order are hereby enjoined as follows:

a. By December 31, 2006, Defendant shall cease all use of, and never again use, BARESENSE, PURE MINERALS, and MIRACLE VEIL, or any other names or marks confusingly similar to those names and marks, in any way, including use in advertising, promotion;

b. Defendant shall not use BARE ESCENTUALS, BARE MINERALS, or MINERAL VEIL, or other marks confusingly similar to those names and marks, at any time in any way (including advertising and promotion);

c. Defendant shall immediately abandon all applications for trademark registration of BARESENSE, PURE MINERALS, and MIRACLE VEIL, or any marks including those words;

d. Defendant shall transfer to Plaintiff or Plaintiff's nominee all domain names containing the terms "baresense," "pure minerals," and "miracle veil," including but not limited to "baresense.com" and "baresensepureminerals.com," now owned or controlled by it or its personnel;

e. Any sales by Defendant of products in connection with the marks or names BARESENSE, PURE MINERALS, and MIRACLE VEIL until the December 31, 2006 cessation date shall be to retailers only. During that period Defendant shall not engage in inventory dumping or channel stuffing but shall sell off existing inventory in an orderly manner.

2 The Court AWARDS damages in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00), to be paid by Defendant to Plaintiff if Defendant fails fully and timely to comply with paragraph 1 above, including the failure to meet the strict deadline established in subparagraph 1.a. If the condition is met, this award shall be enforceable as a term of the judgment but not as an injunction, and it may be enforced independently of, and at Plaintiff's discretion in addition to, enforcement of the injunction. The Court retains jurisdiction over this case for purposes of entering any further order or judgment (including a modification of judgment) reflecting the

1 maturing of the damages award upon Plaintiff's motion showing a failure of Defendant or
2 Defendant's personnel to comply with subparagraph 1.a.

3 3. Each party shall bear its own attorney's fees and costs.

4 4. Defendant waives any right of appeal from this judgment.

5 IT IS SO ORDERED, this 07 day of ~~September~~ November 2006.

11 APPROVED AS TO FORM:

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13 Martin S. Friedlander
14 Attorney for Defendant

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